

**INVITATION TO QUOTE
DENTON COUNTY, TEXAS
HOOK AND LOOP FABRIC BANNER STANDS
QUOTE # 20-2592**

I. GENERAL CONDITIONS

- A. PURPOSE: It is the intent of these specifications to describe the minimum requirements to secure a quote for Hook and Loop Fabric Banner Stands for the Denton County Elections Administration. All plans, prints, designs, concepts, etc. shall become the property of Denton County.
- B. ADDENDA: Addenda are written changes, additions, alterations, corrections or revisions to specifications which change the scope of work. Any addenda issued during the time allowed for the preparation of bids shall be covered in the proposal and, in executing the contract; they shall become a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under his bid, provided said addendum was posted and distributed by [eBid DentonCounty](https://dentoncounty.ionwave.net/Login.aspx) (<https://dentoncounty.ionwave.net/Login.aspx>). Bidders are responsible for ensuring all addendums are reviewed prior to bid submittal. All addenda can be reviewed at [eBid DentonCounty](#).
- C. SPECIFICATIONS: Bidder shall be held to have examined the specifications and/or areas and premises under consideration and confirm he fully understands these specifications and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.
- D. ERRORS AND AMBIGUITIES: It is the Bidder responsibility to promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in the bid specifications or between the contract documents and such other related documents.
- E. BID ANALYSIS: The bid analysis will include compliance to bid specifications, maintenance plans, past performance with vendor, warranty, references, delivery time and the overall cost to Denton County. Denton County reserves the right to consider deviations from these specifications.
- F. FUNDS AVAILABILITY: Award of contract and any subsequent renewals will be contingent on availability of Denton County funds.
- G. CONTRACT: Bids must be submitted electronically through [eBid DentonCounty](#) which will constitute a contract equally binding between the bidder and Denton County if accepted by Denton County, Texas.

- H. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Denton County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.
- I. **DEFECTIVE ITEMS:** Items supplied under this contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the County. If item is not picked up within one (1) week after notifications, the item will become a donation to the County for disposition.
- J. **DELINQUENT PROPERTY TAXES:** Denton County reserves the right to reject any bid submitted by a Vendor owing delinquent property taxes to Denton County.
- K. **ACCEPTANCE:** No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.
- L. **NON-PERFORMANCE:** Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.
- M. **TERMINATION FOR DEFAULT:** Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Denton County reserves the right to terminate the contract immediately in the event the successful bidder:
1. fails to meet schedules;
 2. defaults in the payment of any fees; or
 3. otherwise fails to perform in accordance with these specifications.
- N. **DELIVERY:** If delivery delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
- O. **AVAILABILITY:** It is expressly understood and agreed that in case Denton County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Denton County reserves the right to purchase these items from other than the successful vendor and shall not be in

violation of any terms or conditions of said Contract. Further, Denton County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

- P. FUNDING: Funds for payment have been provided through the Denton County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Denton County fiscal year shall be subject to budget approval.
- Q. DEBARMENT: Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Denton County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.
- R. SILENCE OF SPECIFICATION: The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- S. ACCEPT OR REJECT: Bidders may bid on all or any part of this bid. The County reserves the right to accept or reject all or any part of any bid and award by part or total bid.
- T. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Denton County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local

Government Code. If required, send completed forms to the Denton County Clerk's Office located at 1450 E. McKinney, Suite 1103, Denton, TX 76209-4524.

U. PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES:

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Denton County that it is not on any such list.

V. CHAPTER 2270 VERIFICATION: Denton County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.

W. SUBMITTALS: Bidder shall electronically submit references, vendor acknowledgement, and any other required documents.

X. INDEMNITY: Successful bidder shall defend, indemnify and save harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bidder award. Successful bidder shall pay any judgment with costs that may be obtained against County of Good Public Servants growing out of such injury or damages.

Y. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CONTRACTING:

1. The goal of Denton County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
2. Denton County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.

II. **SPECIAL CONDITIONS:**

- A. INFORMATION/QUESTIONS: All questions shall be posted to Denton County's on-line bidding service, [eBid DentonCounty](https://dentoncounty.ionwave.net/Login.aspx) (<https://dentoncounty.ionwave.net/Login.aspx>), by the stated deadline. All questions and answers will be posted online at [eBid DentonCounty](https://dentoncounty.ionwave.net/Login.aspx). Proposers are responsible for ensuring all answers to questions are reviewed prior to proposal submittal. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specification requirements. Answers to questions that result in revisions to the specifications will be addressed by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specifications.
- B. DELIVERY: Delivery will be FOB Denton County Elections Administration, 701 Kimberly Dr., Denton, Texas 76208. All delivery charges, (i.e., packing, inside delivery, complete installation), are to be included in the bid price.
- C. "OR EQUAL": Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the

merits of the item by means acceptable to Denton County within ten (10) days after a written request is submitted by Denton County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Denton County.

- D. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Denton County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the County.
- E. PURCHASE ORDER: A purchase order(s) shall be generated by Denton County to the successful offerer.
- F. INVOICES: Invoices shall be mailed directly to:
Denton County Auditor's Office
P.O. Box 2055
Denton, Texas 76202

The invoices shall show:

1. Name and address of successful offerer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. Denton County Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

- G. PAYMENT: Payment will be made upon receipt and acceptance by the County of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful offerer is required to pay subcontractors within ten (10) days.

III. SPECIFICATIONS/MINIMUM REQUIREMENTS:

A. SCOPE OF WORK: Contractor shall be responsible for furnishing all banner components in a comprehensive and cost effective manner for the Hook and Loop Fabric Banner Stands.

B. WARRANTY:

1. All components and assemblies supplied by Vendor to be guaranteed against defects in materials and workmanship for one year from acceptance date.
2. Labor to repair, or replace components shall be furnished by Vendor at no charge to the County during warranty period.

C. PRODUCT DESCRIPTION AND ACCESSORIES REQUIRED:

- Floor standing
- 34" x 80"
- Carrying/storage case or bag
- Folding pole that will hold up banner and fit into carrying case
- Color: Black